

REMARKS

Claims 5 and 44 have been amended. No claims have been added or canceled.

Claims 1-78 are pending.

CLAIM REJECTIONS—35 U.S.C. § 102(e)

The Office Action rejected Claims 1-27, 31-66 and 70-78 under 35 U.S.C. §102(e) as being anticipated, allegedly, by Ginter et al., U.S. Patent Application Publication 2004/0133793 (“Ginter”). The rejections are traversed.

*Claims 1-9 and 40-48*

Among other features, Claim 1 recites “processing, at an entity that is embodied in a machine, said information to select therefrom one or more applicable contract terms that apply to said inquiry.”

Although the Office Action alleges that Ginter discloses all of the other features of Claim 1, the Office Action **does not even allege** that Ginter discloses this feature of Claim 1. Ginter does not appear to disclose, teach, or suggest that information is processed to select contract terms that apply to an inquiry.

Additionally, Claim 1 recites, “**determining** a plurality of contracts **that are implicated by said inquiry.**” In rejecting Claim 1, the Office Action cites several portions of Ginter that mention that parties may establish agreements with each other, and

that these agreements can comprise collections of agreements. Thus, the Office Action apparently analogizes the “contracts” of Claim 1 with the “agreements” mentioned in Ginter.

However, the mere establishment of a set of agreements does not imply the determining of which of those agreements is implicated by an inquiry. Within a set of agreements negotiated and established between parties, less than all of those agreements might be implicated by a particular inquiry. None of the portions of Ginter cited in the Office Action make any mention of determining **which** agreements, in a set of agreements, are implicated by an inquiry.

Therefore, there are at least two features of Claim 1 that the cited portions of Ginter do not disclose, teach, or suggest: “determining a plurality of contracts that are implicated by said inquiry” and “processing, at an entity that is embodied in a machine, said information to select therefrom one or more applicable contract terms that apply to said inquiry.” As a result, Claim 1 is patentable over Ginter under 35 U.S.C. § 102(e).

By virtue of their dependence from Claim 1, Claims 2-9 incorporate the features that are distinguished from Ginter. Therefore, Claims 2-9 are also patentable over Ginter under 35 U.S.C. § 102(e).

Claim 2 additionally recites the feature, “processing each of said **plurality of contracts** in a particular order.” In rejecting Claim 2, the Office Action cites a portion of Ginter that mentions that certain methods may be employed in a certain sequence. However, there is no teaching or suggestion in Ginter that these methods are **contracts**.

Claims 40-48 recite computer-readable media bearing instructions for performing the methods of Claims 1-9, respectively. Therefore, Claims 40-48 are also patentable over Ginter under 35 U.S.C. § 102(e).

*Claims 10-27, 31-39, 49-66, and 70-78*

Among other features, Claim 10 recites “accessing information pertaining to said particular contract, said information comprising a **quota parameter, which specifies a quota of resources that can be consumed** under said particular contract, and one or more contract terms associated with said particular contract.” Similarly, Claim 31 recites “accessing a first set of information pertaining to said particular contract, said first set of information comprising a **quota parameter, which specifies a quota of resources that can be consumed** under said particular contract, and one or more contract terms associated with said particular contract.”

In rejecting Claims 10 and 31, the Office Action cites portions of Ginter that say that a content provider might require **metering** of the number of copies made for distribution to employees. This **metering** apparently keeps track of the number of copies that actually have been distributed.

However, the quantity of copies that have been distributed is **not** the same as a **quota** that specifies a quantity of resources **that can be consumed**. The quota specifies the **maximum** quantity of resources that **still can be consumed**, rather than how many resources **already have been consumed**. A meter is **not** a quota.

Therefore, the portions of Ginter cited in the Office Action do not disclose, teach, or suggest the features of Claim 10 and 31 discussed above. Consequently, Claims 10 and 31 are patentable over Ginter under 35 U.S.C. § 102(e).

By virtue of their dependence from Claim 10, Claims 11-27 incorporate the features that are distinguished from Ginter. By virtue of their dependence from Claim 31, Claims 32-39 incorporate the features that are distinguished from Ginter. Therefore, Claims 11-27 and 32-39 are also patentable over Ginter under 35 U.S.C. § 102(e).

Claim 12 additionally requires that the inquiry recited in Claim 10 must regard obtaining a **service**. Claim 13 additionally requires that the inquiry recited in Claim 10 must regard obtaining a **license** to a set of property. The portions of Ginter cited in the rejections of these claims discuss electronic information products, records, games, movies, newspapers, personal electronic mail, and confidential records. None of the information discussed in Ginter is a **service** or a **license** to a set of property. These portions of Ginter do **not** teach, suggest, or disclose a **service** or a **license** to a set of property.

Ginter generally describes protecting electronic content by encapsulating that electronic content within a virtual content container. A “service” is not electronic content and cannot be encapsulated in such a virtual content container.

Claims 49-66 and 70-78 recite computer-readable media bearing instructions for performing the methods of Claims 11-27 and 32-39, respectively. Therefore, Claims 49-66 and 70-78 are also patentable over Ginter under 35 U.S.C. § 102(e).

## CLAIM REJECTIONS—35 U.S.C. § 103

The Office Action rejected Claims 28-30 and 67-69 under 35 U.S.C. § 103(a) as allegedly being unpatentable over Ginter. The rejections are traversed.

Among other features, Claim 28 recites “updating said quota parameter based, at least partially, upon said refund amount.” The Office Action acknowledges that Ginter does not disclose, teach, or suggest this feature.

Instead, the Office Action reasons that giving customers refunds for unused portions is (allegedly) an old and well-established business practice, and that, therefore, one of ordinary skill would have found it obvious to modify Ginter’s approach to incorporate the features of Claim 28.

However, even if it was well-known to give a customer a refund, it does not logically follow that a **quota parameter** would be updated based on a refund amount. There is no teaching or suggestion in the art that providing a customer a refund necessarily involves updating a quota parameter at all. Typically, when a customer returns an item to a business and asks for a refund, no quota is involved at all. Even if the business accepts the returned item and returns to the customer the purchase price of the item, the business does not impose a quota on the customer, nor does the business update a quota when the item is returned.

As is discussed above, a **quota** specifies a quantity of resources that **still can be** consumed. The business does not maintain, relative to a customer, a quota that indicates how many resources the customer can consume. Even if the business provides the customer with store credit in exchange for the return of the item, this credit is not a limit on how many items the customer can purchase, because the customer can use funds

above and beyond the credit to purchase items for which the credits alone would not compensate. The business does not impose a quota on the quantity of items that the customer is allowed to purchase. Naturally, due to its interest in profits, the business will allow the customer to purchase as many items as the customer desires.

Therefore, Claim 28 is patentable over Ginter under 35 U.S.C. § 103(a). If the same rejection is maintained in a future Office Action, Applicants respectfully request that at least some explanation be given as to what the “quota” is supposed to be in the hypothetical “business and customer” scenario presented in the Office Action, and in what manner the business “updates” such a quota.

By virtue of their dependence from Claim 28, Claims 29 and 30 incorporate the features that are distinguished from Ginter. Therefore, Claims 29 and 30 are also patentable over Ginter under 35 U.S.C. § 103(a).

Claims 67-69 recite computer-readable media bearing instructions for performing the methods of Claims 28-30, respectively. Therefore, Claims 67-69 are also patentable over Ginter under 35 U.S.C. § 103(a).

## CONCLUSION

The Applicants believe that all issues raised in the Office Action have been addressed and that allowance of the pending claims is appropriate. Therefore, the Applicants respectfully request that a timely Notice of Allowance be issued in this case.

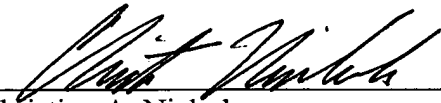
The Examiner is invited to telephone the undersigned at (408) 414-1080 to discuss any issue that may advance prosecution.

No fee is believed to be due specifically in connection with this reply. To the extent necessary, the Applicants petition for an extension of time under 37 C.F.R. § 1.136. The Commissioner is authorized to charge any fee that may be due in connection with this Reply to our Deposit Account No. 50-1302.

Respectfully submitted,

HICKMAN PALERMO TRUONG & BECKER LLP

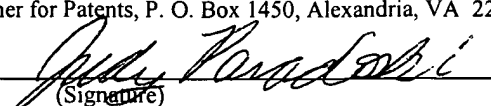
Dated: March 9, 2006

  
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